

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

The City of Menifee  
29844 Haun Road  
Menifee, California  
Attention: City Clerk

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(Space above for Recorder's Use)  
(EXEMPT FROM FILING FEES GOVERNMENT CODE § 6103 AND § 27383)

**AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY  
(Motte County Plaza)**

between

**THE CITY OF MENIFEE,**  
a California municipal corporation

and

**MOTTE COUNTRY PLAZA, LLC,**  
a California Limited Liability Company

## AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY

THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("**Agreement**") is entered into as of this \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between the CITY OF MENIFEE, a California municipal corporation ("**City**") and MOTTE COUNTRY PLAZA, LLC, a California Limited Liability Company ("**Owner**"). City and Owner are referred to hereinafter individually as a "**Party**," and collectively as the "**Parties**."

### RECITALS

A. Owner is the owner in fee of certain real property situated in the City of Menifee, County of Riverside, State of California, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Application Property**").

B. Prior to the Effective Date, Owner submitted to City, and City approved, pursuant to Resolution Nos. PC21-533, PC21-534, PC21-535, PC21-536, PC21-537, Plot Plan No. 2018-300, Conditional Use Permit No. 2018-301, Conditional Use Permit No. 2018-302, and Tentative Parcel Map No. 2018-320 / PM 37992, a series of applications for a development project on portions of the Application Property, which application included, among other things, (i) subdividing the Application Property into two (2) legal parcels, (ii) relocating the "Chinese Bistro" train car restaurant to the vacant space on the west side of the existing building containing U-Turn for Christ, U.S. Post Office, Curves, Nails Time and Nutri-Fruit, all of which are located on the western portion of the Application Property, and developing on the eastern portion of the Application Property a convenience store, fast food restaurant, car wash, and gas station (the "**Development**").

C. Portions of the Application Property are designated as "ultimate right-of-way" under the Menifee General Plan (the "**Ultimate Right-of-Way Portion of Property**") set for California State Route 74. The Ultimate Right-of-Way Portion of Property is more particularly described on Exhibit "B", which is attached hereto and incorporated herein by this reference.

D. Pursuant to the Conditions of Approval for Tentative Parcel Map No. 2018-320 issued in connection with City's Planning Commission's approval of Resolution No. PC21-537, including, without limitation, Conditions of Approval Nos. 19, 81, 82, and 104, Owner is required to dedicate to City a right-of-way easement over the Ultimate Right-of-Way Portion of Property.

E. On or about the same date hereof, Owner recorded Parcel Map No. 37992 in the Official Records of Riverside County, which, among other things, established the Application Property as two (2) separate legal parcels and irrevocably offered to dedicate to City an easement over the Ultimate Right-of-Way Portion of Property (the "**Parcel Map**").

F. As of the Effective Date, portions of the Ultimate Right-of-Way Portion of Property are improved with parking areas and signage (collectively, the "**Owner**

**Improvements**”), as depicted on Exhibit “C”, which is attached hereto and incorporated herein by this reference.

G. Upon recordation of the Parcel Map, the Owner Improvements constitute a nonconforming use of the Ultimate Right-of-Way Portion of Property, and absent this Agreement, Owner would have been legally obligated to immediately remove the Owner Improvements.

H. Owner has requested, and City has agreed, subject to the terms of this Agreement, to permit Owner to temporarily retain the Owner Improvements until such time as City notifies Owner that the construction documents design phase for the development of public improvements within the Ultimate Right-of-Way Portion of Property has commenced.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Owner hereby agree as follows:

1. Temporary Retention of Owner Improvements. Subject to the terms of this Agreement, City hereby agrees that Owner shall be permitted to temporarily retain and use the Owner Improvements, including any necessary maintenance and repair thereof; provided, however, except as provided in the following sentence, in no event shall Owner have any right to expand or modify the Owner Improvements or to install or construct any additional improvements, including, without limitation, landscaping, within the Ultimate Right-of-Way Portion of Property unless Owner obtains the prior written consent of City. Notwithstanding the foregoing, Owner is hereby permitted to install and/or construct within the Ultimate Right-of-Way Portion of Property the improvements listed in Exhibit “A” of that certain Subdivision Improvement Agreement entered into concurrently herewith between City and Owner, as installed and/or constructed pursuant to improvement plans approved by City (collectively, the “**SIA Improvements**”). In the event City consents to any expansions, modifications and/or new improvements, then such expansions, modifications and/or new improvements, in addition to the SIA Improvements, shall thereafter constitute “Owner Improvements” for purposes of this Agreement.

2. Removal of Owner Improvements. At any time following the commencement of the construction documents design phase for the development of public improvements within the Ultimate Right-of-Way Portion of Property, as determined by the City Engineer and/or Public Works Director of City in his or her reasonable discretion, City may provide to Owner notice, in writing, of such commencement (the “**City Notice**”). Within ninety (90) days following City’s provision of the City Notice, Owner shall, at Owner’s sole cost and expense, remove the Owner Improvements, including, without limitation, all portions of the Owner Improvements located underground, such as concrete footings. If Owner fails to timely remove the Owner Improvements, then City, in addition to whatever other remedy it may have at law or in equity, shall have the right (but not the obligation) to enter upon the Application Property and remove the Owner Improvements, and in such event

Owner shall be responsible for reimbursing City for the costs City incurs in performing such work, including a ten percent (10%) administrative charge. If Owner fails to pay all amounts due to City within fifteen (15) days after receipt of a written invoice from City, City shall be permitted to attach a lien on the Application Property for all such unpaid amounts.

3. Deferral of Improvements within Ultimate Right-of-Way Portion of Property. Pursuant to (i) the Conditions of Approval for Plot Plan No. 2018-300 issued in connection with City's approval of Resolution No. PC21-534, including, without limitation, Conditions of Approval Nos. 171, and 173, and (ii) Section 7.80.030 of City's Subdivision Ordinance, concurrently herewith Owner is entering into with City and recording against the eastern portion of the Application Property that certain Agreement for the Deferral of Public Improvements for Plot Plan 2018-300, CUP 2018-301, CUP 2018-302, and TPM 2018-320/PM 37992, a Commercial Development Project (the "**Deferral Agreement**"), which requires, among other things, that within ninety (90) days following City's provision of the City Notice, Owner shall (a) commence development of the deferred ultimate offsite street improvements along the frontage of the eastern parcel (the "**Deferred Public Improvements**"), and (b) provide adequate security to City for the costs to construct the Deferred Public Improvements, all as set forth in the Deferral Agreement

4. Maintenance. Until such time as Owner has removed all of the Owner Improvements, as verified, in writing, by City planning staff following an inspection of the Ultimate Right-of-Way Portion of Property, Owner shall be obligated to maintain the Owner Improvements, in a good condition and repair, and in accordance with all applicable maintenance standards and requirements in the Menifee Municipal Code. Further, for the avoidance of doubt, Owner acknowledges and agrees that until such time as City accepts Owner's irrevocable offer of dedication for an easement over the Ultimate Right-of-Way Portion of Property, Owner shall be solely obligated to maintain the Ultimate Right-of-Way Portion of Property, and City shall have no obligations or liability with respect to the Ultimate Right-of-Way Portion of Property.

5. Indemnification. Owner shall indemnify, defend, and hold City and its officials, officers, employees, agents, authorized volunteers, and contractors free and harmless from and against any and all losses, claims, demands, damages, expenses, liabilities, recoveries, deficiencies, fees (including attorneys' fees and costs), and injuries to persons or property (including wrongful death) in any manner arising out of this Agreement, including, without limitation, Owner's and Owner's guests, invitees, customers, employees, agents, and representatives continued use of the Ultimate Right-of-Way Portion of Property.

6. No Easements or Encumbrances. Owner shall not grant any easements, licenses, or other authorizations to use, nor shall Owner otherwise encumber, any portion of the Ultimate Right-of-Way Portion of Property without obtaining the prior written consent of City, which consent City may withhold in its sole and absolute discretion.

7. Amendment. The terms and conditions of this Agreement may be altered, changed, or amended only by written agreement of the Parties hereto.

8. Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**City:** City of Menifee  
29844 Haun Road  
Menifee, California 92586  
Attn: Public Works Director / City Engineer

**Owner:** Motte Country Plaza, LLC  
445 S. D Street  
Perris, CA 92570  
Attn: John Motte, Manager

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

10. Recordation. City shall cause this Agreement to be recorded with the Riverside County Recorder's Office.

11. Covenants Running With the Land. This Agreement and the covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on Owner, its assigns, and any successors-in-interest to the Application Property, or any part thereof, for the benefit of and in favor of City, its successors and assigns, regardless of whether City owns or hold any interest in real property abutting or adjacent to the Application Property.

12. Proposed Partial Sale by Owner. As of the Effective Date, Owner contemplates selling a portion of the Application Property to Palomarmar, LP, a California Limited Partnership ("**Palomarmar**"), concurrently with or following recordation of the Parcel Map. In connection with any such sale, Palomarmar shall, with respect to the portion of the Application Property acquired by Palomarmar, automatically be bound by the terms and obligations of this Agreement as they apply to such portion of the Application Property. Prior to or concurrently with such sale, however, Owner shall provide to City a fully executed (with signatures acknowledged) assignment and assumption agreement substantially in the form attached hereto and incorporated herein as Exhibit "D", pursuant to which Owner assigns to Palomarmar and Palomarmar accepts such assignment from Owner and expressly and unconditionally agrees to be bound by the terms and obligations of this Agreement as they apply to such portion of the Application Property acquired by Palomarmar ("**Assignment and Assumption Agreement**"). Following recordation of the Assignment and Assumption Agreement in the Official Records of Riverside County, Owner shall be released from all obligations of this Agreement as they apply to the portion of the Application Property acquired by Palomarmar.

13. Events of Default. In addition to other acts or omissions of Owner that may constitute a default or breach of this Agreement, the occurrence of any of the following specific events shall constitute an “**Event of Default**” under this Agreement:

13.1 Any default by Owner of any of the non-monetary covenants and conditions of this Agreement that is not cured within thirty (30) days following written notice of the default to Owner from City, or if such default cannot reasonably be cured within the applicable cure period, to commence to cure, correct or remedy such and to diligently and continuously prosecute such cure, correction or remedy to completion.

13.2 Any representation, warranty or disclosure made to City by Owner regarding this Agreement or the Development or Owner Improvements is materially false or misleading at the time it is made, whether or not such representation or disclosure appears in this Agreement.

13.3 Owner fails to make any payment or deposit of funds required under this Agreement, or to pay any other charge set forth in this Agreement, following seven (7) days’ written notice to Owner from City of such failure.

13.4 Owner sells, transfers, hypothecates, encumbers or assigns its interest in this Agreement, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement.

13.5 Owner is in default under the terms of the Deferment Agreement.

14. Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either Party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Event of Default, to recover damages for any Event of Default (subject to the restriction on Owner’s rights to recover monetary damages against City set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall Owner be entitled to obtain monetary damages of any kind from City, including but not limited to damages for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Riverside, California, in any other appropriate court within the County of Riverside, California, or in the United States District Court for the Central District of California.

14.1 City Right to Terminate. In addition to any other remedies of City, following an Event of Default by Owner, City may terminate this Agreement by providing written notice thereof to Owner. Within ninety (90) days following City’s provision of a notice of termination to Owner, Owner shall, at Owner’s sole cost and expense, remove the Owner Improvements, including, without limitation, all portions of the Owner Improvements located underground, such as concrete footings.

14.2 Attorneys' Fees. Should either Party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing Party shall be entitled, in addition to other relief, to the recovery of its attorneys' fees, expenses, and costs of suit; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

15. Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

16. Headings. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

19. Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Owner or to its successor, or for breach of any obligation of the terms of this Agreement.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

21. Execution of Agreement. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

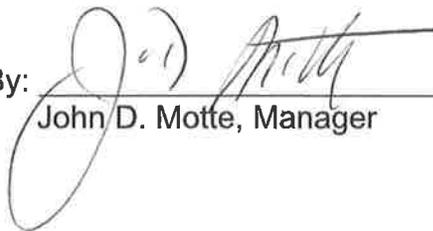
"City"

"Owner"

**CITY OF MENIFEE**

**MOTTE COUNTRY PLAZA, LLC, a  
California Limited Liability Company**

By: \_\_\_\_\_  
Daniel Padilla, City Engineer

By:  \_\_\_\_\_  
John D. Motte, Manager

Attest:

By: \_\_\_\_\_  
Anita Kay Vinson, Acting City Clerk

Approved as to Form:  
Rutan & Tucker, LLP

By: \_\_\_\_\_  
Jeffrey T. Melching, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

On February 23, 2023 before me, SA Willem Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John D. Motte  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF APPLICATION PROPERTY**

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THE WEST 41.90 FEET CONVEYED BY DEED RECORDED SEPTEMBER 5, 1984 AS INSTRUMENT NO. 194245, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET OF SAID LOTS, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING FROM LOT 93, THAT PORTION OF LOT CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 3.80 ACRES, MORE OR LESS.



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF ULTIMATE RIGHT-OF-WAY PORTION OF PROPERTY**

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**LOT "A"**

THAT PORTION OF LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING AT AFOREMENTIONED POINT "B";**

**THENCE SOUTH 00°00'05" WEST, A DISTANCE OF 35.00 FEET TO THE NORTHERLY LINE ON THAT SAID CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;**

**THENCE SOUTH 89°28'00" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 555.23 FEET THE EASTERLY LINE OF THE WESTERLY 41.90 FEET OF SAID LOT 93;**

**THENCE NORTH 00°04'06" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 35.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 35.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, TO SAID NORTHERLY LINE;**

**THENCE NORTH 89°28'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 381.20 FEET TO THE POINT OF BEGINNING.**

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

**LOT "B"**

THAT PORTION OF LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT AFOREMENTIONED POINT "B";**

**THENCE SOUTH 00°00'05" WEST, A DISTANCE OF 35.00 FEET TO THE NORTHERLY LINE ON THAT SAID CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF**

RIVERSIDE BY GRANT DEED RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

**THENCE** NORTH 89°28'00" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 173.64 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

**THENCE** NORTH 45°17'46" EAST ALONG THE NORTHWESTERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 35.12 FEET TO THE WESTERLY LINE OF SAID CERTAIN PARCEL;

**THENCE** NORTH 00°13'00" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 49.82 FEET TO A LINE PARALLEL WITH AND 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, TO SAID NORTHWESTERLY LINE;

**THENCE** SOUTH 45°17'46" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 56.21 FEET TO A POINT ON A LINE PARALLEL AND 35.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, TO SAID NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

**THENCE** SOUTH 89°28'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 159.23 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.



**EXHIBIT "D"**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

[See following document]

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

The City of Menifee  
29844 Haun Road  
Menifee, California  
Attention: City Clerk

---

(Space above for Recorder's Use)  
(EXEMPT FROM FILING FEES GOVERNMENT CODE § 6103 AND § 27383)

### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment**") is made and entered into as of \_\_\_\_\_, 2023, by and between **MOTTE COUNTRY PLAZA, LLC**, a California Limited Liability Company (the "**Assignor**"), and **PALOMARMAR, LP**, a California Limited Partnership (the "**Assignee**"), collectively, the "**Parties**."

### RECITALS

- A. Assignor is the owner in fee of that certain real property located at the northwest corner of California State Route 74 at Palomar Road, in the City of Menifee, County of San Bernardino, State of California, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Application Property**").
- B. Prior to the date hereof, Assignor and Assignee submitted a series of applications to the City of Menifee (the "**City**"), including, without limitation an application for a parcel map to subdivide the Application Property into two (2) legal parcels.
- C. As a condition to City's approval of the applications, among various other requirements, Assignor was required to grant to City an irrevocable offer of dedication over certain portions of the Application Property.
- D. To enable Assignor to retain certain signage and parking improvements located within the dedication area until such time as the dedication area is needed for future roadway improvements, Assignor entered into with City and recorded against the Application Property that certain Agreement Containing Covenants Affecting Real Property (the "**Agreement Containing Covenants**").
- E. On or about the same date hereof, Assignor is selling a portion of the Application Property, as more particularly described in Exhibit "B", which is

attached hereto and incorporated herein by this reference (the "**Assignee Property**") to Assignee.

- F. Assignor now desires to assign to Assignee and Assignee desires to accept said assignment from Assignor, and to assume, all of Assignor's rights and obligations under the Agreement Containing Covenants with respect to the Assignee Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Partial Assignment of Agreement Containing Covenants.** Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights and obligations under the Agreement Containing Covenants with respect to the Assignee Property .

**2. Assumption of Obligations.** By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of Assignor under the Agreement Containing Covenants as they apply to the Assignee Property.

**3. Notice.** All correspondence and notices given or required to be given to the Assignor under the Agreement Containing Covenants, as of the effective date this Assignment, shall be provided to the Assignee and shall be addressed as follows:

Palomarmar, LP  
764 Ramona Expressway, Suite C  
Perris, CA 92571

**4. Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

**5. Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**6. Governing Law.** This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

***-Signatures follow -***

ASSIGNOR:

**MOTTE COUNTRY PLAZA, LLC,**  
a California Limited Liability Company

By:   
John D. Motte, Manager

ASSIGNEE:

**PALOMARMAR, LP,**  
a California Limited Partnership

By: Palomarmar, Inc.,  
a California corporation  
Its: General Partner

By:   
Marwan AlAbbasi, President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

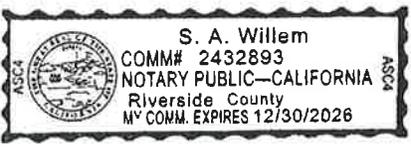
On February 23, 2023 before me, SA Willem Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John D motte  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

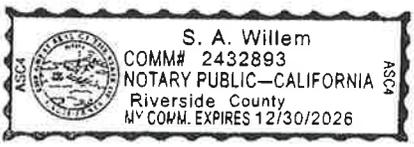
On February 23, 2023 before me, SA Willem Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Marwan Alabbasi  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

By execution below, the City of Menifee hereby consents to the foregoing transfer and assignment.

“CITY”

**CITY OF MENIFEE**, a California  
Municipal Corporation

By: \_\_\_\_\_  
Daniel Padilla, City Engineer

Dated: \_\_\_\_\_, 2023

Attest:

By: \_\_\_\_\_  
Anita Kay Vinson, Acting City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF APPLICATION PROPERTY**

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THE WEST 41.90 FEET CONVEYED BY DEED RECORDED SEPTEMBER 5, 1984 AS INSTRUMENT NO. 194245, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET OF SAID LOTS, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING FROM LOT 93, THAT PORTION OF LOT CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 3.80 ACRES, MORE OR LESS.



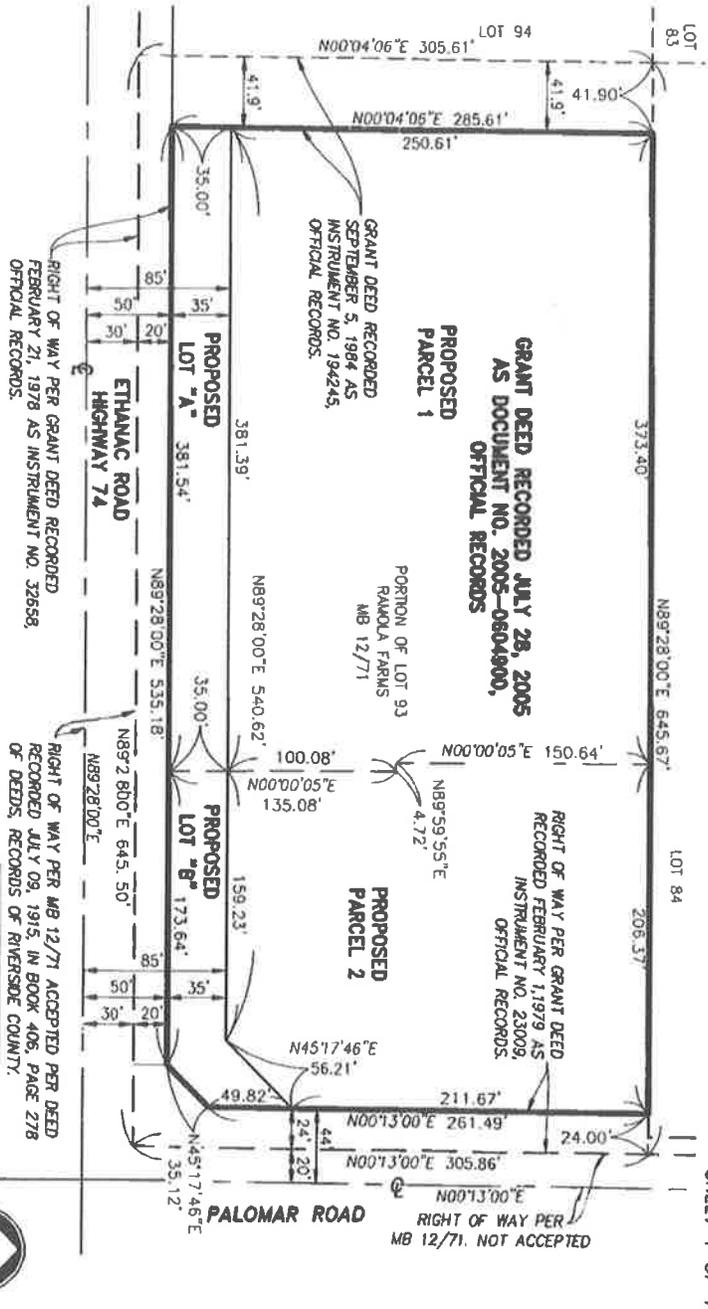
**adikam ENGINEERS**  
 Civil Engineering, Surveying, Planning, Mapping, GIS, and Construction Management  
 6372 Perimeter Drive, Perimeter Center, Atlanta, GA 30328  
 Tel: (951) 955-4241 Fax: (951) 955-0929

JOB NO. 10117 DATE: 12-02-2022 CLIENT: ALABRASSY  
 APPROVED BY: MICHAEL R. BRENDECKE, PLS 9299

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SECTION 11, T5S., R.3W., S8M

SCALE 1"=80'



SHEET 1 OF 1

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF ASSIGNEE PROPERTY**

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 93;**

**THENCE SOUTH 89°28'00" WEST ALONG THE NORTHERLY LINE OF SAID LOT 93, A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE TRUE POINT OF BEGINNING;**

**THENCE CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 206.37 FEET;**

**THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°00'05" EAST, A DISTANCE OF 150.64 FEET;**

**THENCE NORTH 89°59'55" EAST, A DISTANCE OF 4.72 FEET;**

**THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 100.08 FEET TO A LINE PARALLEL WITH AND 35.00 FEET NORTHERLY OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE NORTH 89°28'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 159.23 FEET TO AN ANGLE POINT THEREIN;**

**THENCE NORTH 45°17'46" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 56.21 FEET TO A POINT ON THE WESTERLY LINE OF SAID CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE NORTH 00°13'00" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 211.67 FEET TO THE POINT OF BEGINNING.**

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF ASSIGNEE PROPERTY**

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 1.15 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

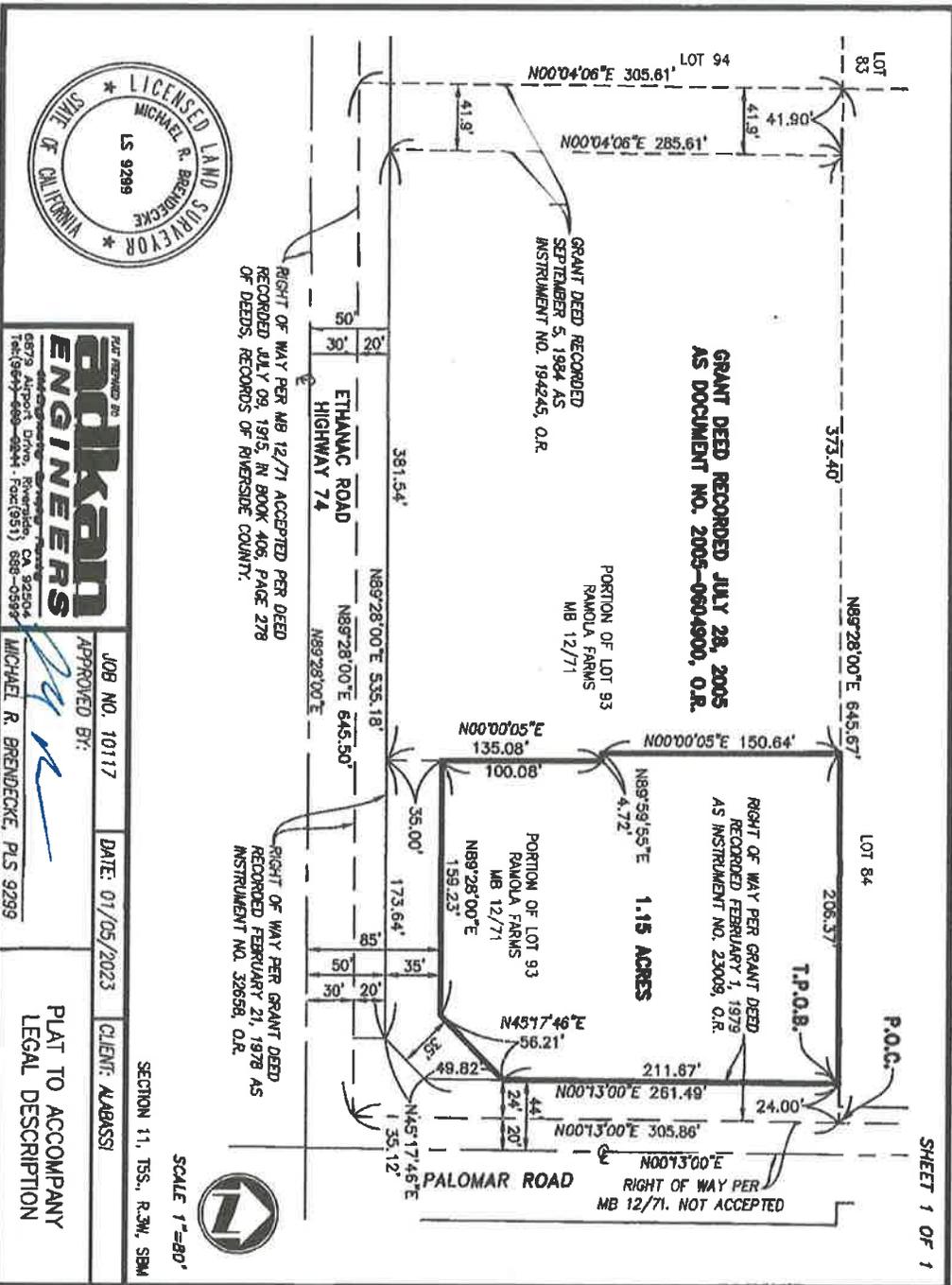
PREPARED BY ME OR UNDER MY SUPERVISION:

  
MICHAEL R. BREDECKE, PLS 9299

1-5-23



NOTE: THIS LEGAL DESCRIPTION AND PLAT ARE NOT TO BE USED FOR THE SUBDIVISION OF PROPERTY PER SECTION 66424 OF THE SUBDIVISION MAP ACT.



**Bobkan ENGINEERS**  
 6879 Airport Drive, Riverside, CA 92504  
 Tel: (951) 688-6241, Fax: (951) 888-0597

**APPROVED BY:** [Signature]  
**DATE:** 01/05/2023  
**CLIENT:** ALABASSI

**JOB NO. 10117**  
**DATE: 01/05/2023**  
**CLIENT: ALABASSI**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**